

1 Mark R. Figueiredo, Esq. (Cal. SBN 178850)
2 Ethan G. Solove, Esq. (Cal. SBN 308026)
3 Austin T. Jackson, Esq. (Cal. SBN 317538)
4 STRUCTURE LAW GROUP, LLP
5 1754 Technology Drive, Suite 135
6 San Jose, California 95110
7 Telephone: (408) 441-7500
8 Facsimile: (408) 441-7501

9
10 Attorneys for Defendants
11 INDYZEN, INC. and PRAVEEN NARRA KUMAR

12 **UNITED STATES DISTRICT COURT**

13 **NORTHERN DISTRICT OF CALIFORNIA**

14 On Behalf of PARKRIDGE LIMITED, a Hong
15 Kong corporation, by Mabel Mak, and MABEL
16 MAK, an individual,

17 Plaintiffs,

18 v.
19 INDYZEN, INC., a California corporation, and
20 PRAVEEN NARRA KUMAR, an individual,
21 Defendants.

22 **Case No. 4:16-cv-07387-JSW**

23 **JOINT STATUS REPORT**

24 Date: October 7, 2019

25 Time: N/A

26 Dept.: N/A

27 Judge: Hon. Jeffrey S. White

28 The Parties respectfully submit the following Joint Status Report pursuant to Docket 24 in the
1 above captioned case. The above-captioned case is stayed pursuant to the April 18, 2017 Order. Dkt.
2 24, at 9-10.

20 **Plaintiff's Statement Only**

21 Defendants' mischaracterize below the Final Award as they substantively lost on all of their
22 cross-claims, and their recitation below is nevertheless premature as the award is currently under
23 review by the Arbitrator. Indeed, Cross-Respondents (i.e. Parkridge *et al.*) substantially prevailed on
24 all of the cross-claims, including the trade secret misappropriation, breach of contract for
25 confidentiality breaches, and the copyright infringement claims assert by Defendants/Cross-
26 Claimants, among other things. The limited extent that declaratory relief was granted for Defendant
27

1 Indyzen/Cross-Claimant was simply ministerial as it merely clarified that they owned the
2 software code that *Indyzen* developed, which was not claimed to be owned by Cross-Respondents.
3 Further, the attorney fee award noted below is also being reviewed by the Arbitrator, and
4 improperly included numerous fees including for claims for Defendant Indyzen's (as Cross-
5 Claimant) attorney's fees, despite its substantive cross-claims being denied, among other reasons.
6

Defendants' Statement Only

7 The evidentiary hearing for the arbitration concluded in May 2019. The Arbitrator issued a
8 Final Award on August 19, 2019, the main points of which follow: (1) The Arbitrator denied in full
9 Plaintiffs/Claimants' claims against Defendants/Cross-Respondents. (2) The Arbitrator granted
10 Defendant/Cross-Claimant Indyzen, Inc.'s cross-claim for declaratory relief against Indyzen, Inc.,
11 and denied the rest. (3) The Arbitrator awarded Defendants/Cross-Respondents attorneys' fees
12 from both Plaintiffs/Cross-Respondents in the amount of \$678,825.

13 Since the issuance of the Final Award, both sides have submitted follow-up requests to the
14 Arbitrator, and are awaiting rulings on those requests.
15

16 DATED: October 7, 2019

Respectfully submitted,

17 By: /s/ Adam Wolek
18 Adam Wolek (*pro hac vice*)
19 Taft Stettinius & Hollister LLP
20 111 E. Wacker Drive, Suite 2800
21 Chicago, Illinois 60601-3713
22 Tel: 312.836.4063
23 Fax: 312.966.8598
24 awolek@taftlaw.com

25
26 LAW OFFICES OF DAVID A. MAKMAN
27 David A. Makman, SBN 178195
28 david@makmanlaw.com

29 Attorneys for PLAINTIFFS

30 DATED: October 7, 2019

Respectfully submitted,

1 STRUCTURE LAW GROUP, LLP
2
3
4

5 By:/s/ Ethan G. Solove
6 Ethan G. Solove
7 esolove@structurelaw.com
8 Attorneys for DEFENDANTS
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28